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October 23, 2007

EX PARTE

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

**Re: *Exclusive Service Contracts for the Provision of Video Services
in Multiple Dwelling Units - MB Docket No. 07-51***

Dear Ms. Dortch:

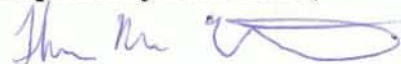
Advance/Newhouse Communications, on behalf of Bright House Networks, LLC, hereby supplements its previous *ex parte* comments submitted to the Commission on October 5th.

During our meetings of October 2nd, we also relayed to legal counsel that upfront "door fees" on a per unit basis and ongoing revenue share provisions were common components of both non-exclusive and exclusive access agreements in the Tampa Bay market. In other words, even after an operator provides and installs the necessary wiring and equipment, it is also required to pay a portion of its revenues in exchange for the right to serve residents of the property.

When considering whether to abrogate existing exclusive access agreements, the Commission should be mindful of the uncertainty such an action would create midstream and how it proposes to compensate the parties for their loss of consideration under the Takings Clause.

Accordingly, the Commission should carefully weigh the consequences of abrogating existing agreements before intruding upon the private right to contract.

Respectfully submitted,



Thomas M. Wilson

TMW/smd

cc: Cristina Pauze, Legal Advisor to Commissioner McDowell
Rick Chesson, Legal Advisor to Commissioner Copps
Rudy Brioche, Legal Advisor to Commissioner Adelstein
Chris Moore, Legal Advisor to Commissioner Tate